

# Sandoval County Board of County Commissioners

## Agenda Item Summary

AGENDA ITEM # 7-10-14.6G

### 1. REQUESTED MOTION

#### ACTION REQUESTED:

Approve Professional Services Agreement No. MEP 14-15-10 between Sandoval County and New Mexico Primary Care Association for Community Health Programs Eligibility and Community Outreach Workers in the Amount of \$97,000 for Fiscal Year 2014-2015

#### WHY ACTION IS NECESSARY (Summary):

This contract provides funding for the Community Health Program's Eligibility and Community Outreach Workers to provide onsite Medicaid eligibility assistance for pregnant women and children, adults applying for Centennial Care and countywide outreach activities. The contract begins July 1, 2014 and ends June 30, 2015.

### 2. REQUESTOR

COMMISSIONER SPONSORED: ☐ YES ☒ NO

DISTRICT: ☐ DISTRICT 1 ☐ DISTRICT 4  
☐ DISTRICT 2 ☐ DISTRICT 5  
☐ DISTRICT 3

DIRECTOR / ELECTED: Peggy Folk Cote

DIVISION: Community Services

ELECTED OFFICE:

ATTACHMENTS: ☒ YES ☐ NO

### 3. MEETING DATE

July 10, 2014

### 4. AGENDA (To be completed by County Manager)

☐ PROCLAMATION  
☐ PRESENTATION  
☒ CONSENT  
☐ REGULAR  
☐ APPEAL

### 5. RECOMMENDATIONS

Recommend approval.

### 6. FISCAL IMPACT

This funding is budgeted for fiscal year 2014-15.

### 7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official PFC 7/1/14	Human Resources _____	Purchasing _____	Attorney As to Form PFT 7/2/14	Finance Budget CCH 7/1/14	County Manager PPR 7/2/14	Other _____
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### 8. COMMISSION ACTION

☐ Approved ☐ Denied ☐ Deferred ☐ Other

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**NEW MEXICO PRIMARY CARE ASSOCIATION**  
**And**  
**SANDOVAL COUNTY**

This agreement is entered into between the NEW MEXICO PRIMARY CARE ASSOCIATION, hereinafter referred to as "NMPCA", and SANDOVAL COUNTY, hereinafter referred to as "CONTRACTOR".

The goal of the Medicaid Enrollment Program (MEP) is to ensure that long term innovative solutions to the problem of uninsured New Mexicans are developed and institutionalized, through contracts with specific community based organizations that can effectively target enrollment and outreach efforts in geographic regions of the state where there are uninsured individuals.

Finding that the CONTRACTOR is willing to assist NMPCA's MEP by developing and implementing a community based intervention program designed to increase outreach and enrollment for all Medical Assistance Division Programs brought forth and designated by the state of New Mexico Human Services Department Medical Assistance Division for traditionally underserved populations.

Finding that the CONTRACTOR has a demonstrated knowledge of, understanding of, and experience working with the target population and is skilled in coordinating outreach and enrollment services and activities, the NMPCA and CONTRACTOR do mutually agree as follows:

**ARTICLE I - TERM**

The term of this agreement is effective July 1, 2014 through June 30, 2015 with the potential of renewal contingent on satisfactory performance and the availability of funding.

**ARTICLE II - TERMINATION**

This agreement may be terminated by either party upon written notice delivered to the other party at the address for that party appearing on the last page of this contract at least five (5) working days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

If CONTRACTOR fails to materially comply with the terms, conditions or standards of the Agreement, NMPCA may, upon five days (5) notice to CONTRACTOR, suspend the Agreement and withhold payment and /or prohibit CONTRACTOR from incurring additional obligations of payments pending corrective action by CONTRACTOR or a decision to terminate this Agreement for any material reason.

Upon termination of this Agreement CONTRACTOR may retain or request such payments as may be needed to meet approved expenses already incurred or irrevocably committed as of the date of termination.

CONTRACTOR must remain in compliance with the terms and conditions of this Agreement. A violation or breach of this Agreement shall result in the loss of entitlements to any payment of funds committed under this Agreement not yet paid to CONTRACTOR.

### **ARTICLE III - SCOPE OF WORK**

The CONTRACTOR shall perform the following work to increase enrollment into MAD PROGRAMS.

It is projected that the CONTRACTOR can submit 1620 enrollment applications for eligible individuals into an identified MAD PROGRAM per term of contract.

Specifically, the CONTRACTOR will:

#### **A. Provide Access to Presumptive Eligibility/ Medicaid on Site Application Assistance (PE/MOSAA) Services:**

1. Provide NMPCA with a list of PE/MOSAA determiners, their PE/MOSAA determiner numbers, the site(s) at which the CONTRACTOR intends to offer enrollment services, including the days and hours which PE/MOSAA determiners will be available at these site(s), due no later than **August 15, 2014** CONTRACTOR will notify NMPCA of any changes to the list as soon as they occur. (Attachment A)
2. Have PE/MOSAA determiners available during non-traditional hours including evenings or weekends twice per month on a consistent basis. CONTRACTOR will notify the NMPCA of their schedule of non-traditional hours.
3. Participate in the New Mexico Human Services Department (hereinafter referred to as "NMHSD") marketing campaigns to increase awareness of MAD PROGRAMS by providing PE/MOSAA determiners to staff identified enrollment event(s) within surrounding catchment area.

#### **B. Program Manager Roles and Responsibilities:**

1. Identify a Program Manager that will coordinate and administer the program. The Program Manager will be responsible for oversight and reporting of the following:
  - PE/MOSAA Determiner Contact Information (Attachment A)
  - Outreach Activity Report
  - Utilization of NMPCA Determiner Referral and Tracking Dashboard (DRT)
  - Monthly Invoice (Attachment C)
2. Provide NMPCA with complete PE/MOSAA determiner contact information. Notify NMPCA immediately of changes. Ensure that Determiners complete recertification in March 2015 as required by NMHSD MAD.

3. Program Manager will coordinate with NMPCA to participate in NMHSD marketing campaigns to increase awareness of MAD PROGRAMS.
4. Continue and/or establish partnerships with community health centers, public and private schools, health fairs, local public health office and other vested entities to coordinate services to promote and provide MAD PROGRAMS outreach and enrollment services.
5. Participate in NMPCA Access Coalition and Program Manager Meetings.
6. Program Manager will submit Outreach Activity report by 5<sup>th</sup> business day of the following month.
7. Assure the completion of the application process of MAD PROGRAMS (to include the completion of the MOSAA application process for all approved PE's).
8. Ensure that copies of all completed applications and accompanying documentation are kept in secure location and readily available during NMPCA annual program audits.
9. Assure that the PE and MAD applications are submitted utilizing the on-line YESNM application process.
10. Develop and maintain a current procedure manual for processing of MAD applications.

**C. Provide Adequate and Trained Staff:**

1. Assure that staff is representative of the demographics, cultural and language diversity of their target population. Provide translation services if required.
2. All service staff will be trained and certified as PE/MOSAA determiners.
3. Assure that all PE/MOSAA determiners participate in NMPCA sponsored training programs or other on-going training provided by the NMHSD.
4. Attempt to hire, use as volunteers and/or provide on-the-job training to Temporary Assistance for Needy Families recipients for this program.

**D. Substantiate PE/MOSAA Determiners Roles and Responsibilities:**

1. Identify, screen and conduct eligibility interviews for uninsured New Mexicans for eligibility of MAD PROGRAMS.
2. Explain the application process and assist the applicant in completing the electronic application within established timelines.
3. Maintain the confidentiality of the information provided by the applicant as governed by the Health Insurance Portability and Accountability Act (HIPAA).
4. Comply with NMHSD policies and procedures of application process of MAD PROGRAMS.

5. Perform timely follow up with applicants to ensure that the application and required documentation are complete and submitted
6. Follow up with the Income Support Division (hereinafter referred to as "ISD") to assure application is received and final eligibility determined.
7. Complete the MOSAA application process for all PE approvals.
8. Educate eligible applicants on the benefits of the applicable MAD PROGRAMS.
9. Educate eligible applicants about the managed care plans, as a neutral party, to allow the applicant to make an informed decision on health plan selection.
10. Distribute approved and current information materials provided by the NMHSD or NMPCA.
11. Utilize the on-line Determiner Referral and Tracking Dashboard (DRT) to track consumer contact, appointments and enrollment. Determiners may use existing tracking until they are trained on the new DRT Dashboard system.
12. Monitor application status and input into DRT Dashboard.
13. Assist clients with recertification and document using DRT dashboard.
14. Act as an advocate/liaison for the applicant by working with NMHSD ISD and NMPCA to resolve eligibility delays that may arise.
15. Participate in NMHSD and NMPCA marketing campaigns to increase awareness of MAD PROGRAMS.
16. Submit PE and MAD applications in the manner and utilizing the technology required by NMHSD.
17. Report name, contact information or employment changes to NMPCA and to NMHSD MAD.
18. Follow NMHSD MAD procedures for recertification in March 2015.

**E. Comply with NMPCA Reporting Requirements:**

1. Submit monthly:
  - PE/MOSAA Determiner Contact Information Log (Attachment A)- **Only if changes have been made in personnel during the prior month.**
  - Outreach Activity Report
  - Invoice (Attachment C)

Outreach Activity Log must be submitted by the fifth working day of each month to the NMPCA Program Coordinator. Monthly Invoice must be received by NMPCA no later than the 10<sup>th</sup> of the month following the Month completed. Failure to submit timely reports may delay or forfeit payment. All Invoices for the FY 14/15 must be received by Close of Business on **July 3, 2015**. Invoices submitted after this date **WILL NOT BE PAID**.

Attachment B is submitted by e-mail to the NMPCA Program Coordinator. Attachment C must have original signature and be mailed to NMPCA as follows: Program Coordinator, New Mexico Primary Care Association, 4206 Louisiana NE, Albuquerque NM 87109-1841.

2. A final report summarizing the year's progress will be due on July 10, 2015.

#### **ARTICLE IV - LIMITATION OF COST**

The total amount reimbursable by NMPCA to or on behalf of the CONTRACTOR under this agreement shall not exceed **\$97,000** including gross receipts taxes and is contingent on an equal amount of matching funds from non-federal and unduplicated State sources certified by the CONTRACTOR (Attachment E).

#### **ARTICLE V - COMPENSATION FOR SERVICE**

- A) All funds reimbursed to the contractor for performing activities outlined in Article III - Scope of Work, are pass-through funds received by NMPCA from the State of New Mexico under a Contract with the New Mexico Human Services Department (NMHSD). NMHSD has the sole authority to approve all expenditures under that contract, including those of CONTRACTOR. The Contractor understands that the state will make the final determination of allowable costs under the contract and indemnifies NMPCA from liability for any expenditures disallowed by NMHSD.
- B) Compensation. For performing the Services specified in ARTICLE III – SCOPE OF WORK, hereof, NMPCA agrees to reimburse to the CONTRACTOR for 50% of total actual expenses incurred in the performance of this contract, not to exceed **\$97,000** including gross receipts tax. This amount shall constitute full and complete compensation for the CONTRACTOR'S Services under this Agreement.

Method of Payment. NMPCA will pay CONTRACTOR on a reimbursement basis. Therefore, payment for enrollment activities will be based on approved reported expenditures incurred. These expenditures must be within the CONTRACTORS approved budget. CONTRACTOR must maintain documentation of all reported expenditures. CONTRACTOR must use the approved NMPCA Invoice (Attachment D) for claiming reimbursement for expenditures. Said invoice should include CONTRACTOR'S tax identification and the CONTRACT number. CONTRACTOR acknowledges that failure to submit invoice in a timely manner will jeopardize and possibly forfeit the amount due for the previous month's payment. **All invoices must be signed by authorized official, or they will not be paid.**

Payment will be within forty-five to sixty working days of submittal of invoice from CONTRACTOR, dependent upon approval from NMHSD. CONTRACTOR acknowledges that failure to submit invoice in a timely manner will jeopardize and possibly forfeit the amount due.

The CONTRACTOR shall submit a Budget detailing estimated costs for individual expense line items (Salaries, Fringes, Rent, Telephone, etc). **These costs are limited**

to those which are directly attributable to the purposes of this contract, and shall be subject to approval. The Budget will include a Budget Narrative justifying the proposed expenses, and providing an explanation of how shared costs such as rent and utilities are allocated to programs. The Budget Narrative will also identify the source/s of CONTRACTOR'S 50% matching funds that will be utilized for the operation of the Medicaid Outreach Program

Reimbursement for each line item should be limited to the budgeted amount. CONTRACTOR may submit a Budget Adjustment Request (BAR) to modify the Budget, subject to the limitation of cost described in Article IV. Cost overruns in specific budget line items will be allowable up to \$5,000 or 10% of the total budget without a BAR, but in no event can total costs exceed the approved budget total. Increasing any budget line item by more than \$5,000 or 10% of the total budget if the budget total is less than \$50,000 would require submission of a BAR. A BAR must be accompanied by a Budget Narrative explaining the reason(s) for the adjustment.

Expense categories are defined as follows:

- Personnel - Salaries and wages attributable to direct enrollment and/or outreach activities. Overtime may be included on invoice, but must be accompanied by documentation such as payroll records or signed time sheets. **Only certified PE/MOSAA determiners can be invoiced. Determiners must have completed at least one enrollment in the month that they are being invoiced for. Outreach Determiners must have documented Outreach hours in month that they are being invoiced for.**
- Fringe Benefits: Should include payroll taxes and CONTRACTOR-paid employee benefits. These should include actual costs, and will be reimbursed up to a maximum of 30% of Personnel costs as justified in your Budget Narrative.
- Indirect/ Overhead Costs: Administrative and overhead costs may be claimed either through use of an Indirect Cost Rate agreement that has been negotiated with a cognizant federal agency or through direct cost allocation which is justified and approved within your Budget Narrative. Indirect costs may not exceed 18% of total annual budget costs and may not exceed 18% of costs for the month being billed.
- Direct operating expenses (listed individually): CONTRACTOR may claim reimbursement for operating expenses that are directly attributable to the purposes of this contract.

The CONTRACTORS level of productivity will be monitored. Should the level of productivity remain consistently below 80% of the contracted level of expectations the CONTRACTOR will be notified in writing by NMPCA of this finding. The NMPCA will set meeting with the CONTRACTOR to discuss strategies which may include potential decrease in enrollment expectations and renegotiation of compensation.

- C) Invoices, with original signature, must be mailed to NMPCA as follows: Program Coordinator, NEW MEXICO PRIMARY CARE ASSOCIATION, 4206 Louisiana NE, Albuquerque NM 87109-1841 Phone (505)855-6966.

## **ARTICLE VI - GROSS RECEIPTS TAX**

The CONTRACTOR shall be responsible for payment of New Mexico gross receipts tax levied on amounts paid to CONTRACTOR pursuant to this agreement.

## **ARTICLE VII - STATUS OF CONTRACTOR**

The CONTRACTOR and its agents or employees are independent contractors performing professional services for NMPCA and are not employees of the NMPCA. As a result of this agreement, the CONTRACTOR and its agents or employees shall not accrue leave, social security, retirement, insurance, bonding or any other benefits afforded to employees of NMPCA.

## **ARTICLE VIII - ASSIGNMENT**

The CONTRACTOR shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of NMPCA.

## **ARTICLE IX - SUBCONTRACTING**

The CONTRACTOR shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of NMPCA.

## **ARTICLE X - RECORDS AND AUDITS**

The CONTRACTOR shall maintain records as dictated by NMHSD MAD. These records shall be subject to inspection by NMPCA upon request.

Contractor shall maintain employee time records that identify time spent on enrollment and outreach activities. These records shall be subject to inspection by NMPCA.

Any CONTRACTOR that is a corporation subject to annual financial audit requirements, including nonprofit corporations, shall submit annual audits to NMPCA, with a written explanation of any findings including corrective actions planned and undertaken. A copy of the last annual audit must be submitted with the signed contract. Failure to submit records or audits as required herein may result in termination of this contract.

Funds for this contract are Federal Funds under CFDA 93.778 and CONTRACTOR may be subject to A-133 Audit dependent on total Federal funding level of CONTRACTOR.

All Records shall be maintained by the CONTRACTOR in accordance with applicable law and requirements prescribed by NMPCA with respect to all matters covered by this agreement.

## **ARTICLE XI - RELEASE**



The CONTRACTOR, upon final payment of the amount due under this agreement, shall release NMPCA, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this agreement. The CONTRACTOR agrees not to purport to bind NMPCA to any obligation not assumed herein by NMPCA, unless CONTRACTOR has expressed written authority to do so, and then only within the strict limits of that authority.

#### **ARTICLE XII - CONFIDENTIALITY**

Any confidential information provided to or developed by the CONTRACTOR in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR, its employees, agents or servants. Any records or notes shall remain the property of NMPCA, and shall be turned over to NMPCA at its request.

#### **ARTICLE XIII - HOLD HARMLESS AGREEMENT**

The CONTRACTOR shall defend and hold harmless NMPCA from all actions, proceedings, claims, demands, costs, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, which result in any way or to any degree from the wrongful act or omission of the CONTRACTOR, its employees, agents or servants.

#### **ARTICLE XIV - CONFLICT OF INTEREST**

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement, and further warrants that signing of this agreement will not be creating a conflict of interest.

#### **ARTICLE XV - AMENDMENT**

This agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

#### **ARTICLE XVI - SCOPE OF AGREEMENT**

This agreement contains all of the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

#### **ARTICLE XVII - APPLICABLE LAW**

This agreement shall be governed by the laws of the State of New Mexico. All legal proceedings arising from unresolved disputes under this agreement shall be brought in an appropriate court of the Second Judicial District of New Mexico.

#### **ARTICLE XVIII - DISCRIMINATION**

No person shall on the grounds of race, color, national origin, sex or sexual preference, handicap, age or religion, be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.

#### **ARTICLE XVIII – DEBARMENT AND SUSPENSION**

Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this Contract the CONTRACTOR certifies by signing this, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this CONTRACT, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONTRACTOR's certification in Paragraph A, above, is a material representation of fact relied upon and shall be a continuing term or condition of this PSC. As such at all times during the performance of this Contract, the CONTRACTOR must be capable of making the certification required in Paragraph A. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

- (1) The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this Contract, the CONTRACTOR learns that its certification in Paragraph A, above, was erroneous on the effective date of this Contract or has become erroneous by reason of new or changed circumstances.

- (2) If it is later determined that the CONTRACTOR's certification in Paragraph A, above, was erroneous on the effective date of this Contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the NMPCA, the NMPCA may terminate the Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands.

**SANDOVAL COUNTY**

**NEW MEXICO PRIMARY  
CARE ASSOCIATION**

By: \_\_\_\_\_  
Darryl Madalena, Chairman  
Sandoval County Commission

By: \_\_\_\_\_  
David Roddy, Executive Director

1500 Idalia Rd, Building D  
Bernalillo, NM 87004

4206 Louisiana NE  
Albuquerque, NM 87109-1841

(505)867- 7556

(505) 880-8882

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SSN or Tax ID: \_\_\_\_\_